

1 Defendants' products resulting from such infringement;

2 32. That this Court adjudge that Defendants, and each of them, by virtue
3 of the production, importation, use and sale of the 13 LED Marker United Lights
4 and/or the 13 LED Lucidity Lights have directly infringed, contributed to the
5 infringement or induced the infringement of the '570 Design Patent, and award to
6 Plaintiff all of Plaintiff's lost profits as a result of such infringement and not less
7 than a reasonable royalty on the sale of all of Defendants' products resulting
8 from such infringement;

9 33. That this Court adjudge that Defendants, and each of them, by virtue
10 of the production, importation, use and sale of the 13 LED Marker United Lights
11 and/or the 13 LED Lucidity Lights have directly infringed, contributed to the
12 infringement or induced the infringement of the '570 Design Patent under the
13 Doctrine of Equivalents, and award to Plaintiff all of Plaintiff's lost profits as a
14 result of such infringement and not less than a reasonable royalty on the sale of
15 all of Defendants' products resulting from such infringement;

16 34. That this Court adjudge that Defendants, and each of them, by virtue
17 of the production, importation, use and sale of the 13 LED Marker United Lights
18 and/or the 13 LED Lucidity Lights have directly infringed, contributed to the
19 infringement or induced the infringement of the '670 Design Patent, and award to
20 Plaintiff all of Plaintiff's lost profits as a result of such infringement and not less
21 than a reasonable royalty on the sale of all of Defendants' products resulting
22 from such infringement;

23 35. That this Court adjudge that Defendants, and each of them, by virtue
24 of the production, importation, use and sale of the 13 LED Marker United Lights
25 and/or the 13 LED Lucidity Lights have directly infringed, contributed to the
26 infringement or induced the infringement of the '670 Design Patent under the
27 Doctrine of Equivalents, and award to Plaintiff all of Plaintiff's lost profits as a
28 result of such infringement and not less than a reasonable royalty on the sale of

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1 all of Defendants' products resulting from such infringement;

2 36. That this Court adjudge that Defendants, and each of them, by virtue
3 of the production, importation, use and sale of the United Air Valve Trailer Knob
4 has directly infringed, contributed to the infringement or induced the
5 infringement of the '038 Design Patent, and award to Plaintiff all of Plaintiff's
6 lost profits as a result of such infringement and not less than a reasonable royalty
7 on the sale of all of Defendants' products resulting from such infringement;

8 37. That this Court adjudge that Defendants, and each of them, by virtue
9 of the production, importation, use and sale of the United Air Valve Trailer Knob
10 has directly infringed, contributed to the infringement or induced the
11 infringement of the '038 Design Patent under the Doctrine of Equivalents, and
12 award to Plaintiff all of Plaintiff's lost profits as a result of such infringement and
13 not less than a reasonable royalty on the sale of all of Defendants' products
14 resulting from such infringement;

15 38. That this Court adjudge that Plaintiff's Spyder Mark is valid and
16 enforceable;

17 39. That this Court adjudge that Defendants, and each of them, have
18 infringed Plaintiff's Spyder Mark;

19 40. That this Court adjudge that Plaintiff's use of the Spyder Design
20 has developed a secondary meaning within the minds of consumers as identifying
21 products that have the Spyder Design as being that of Plaintiff;

22 41. That this Court adjudge that Plaintiff's use of the Spyder Design has
23 developed into the trade dress of the Plaintiff;

24 42. That this Court adjudge that trade dress developed from the Spyder
25 Design is valid, famous, and distinctive, and that Plaintiff has the right to sell
26 products under the trade dress as illustrated in the Spyder Design and to enforce
27 any infringement of the trade dress as illustrated in the Spyder Design against
28 any third party infringer;

1 43. That the Court adjudge that Defendants, and each of them, have
2 infringed the trade dress as illustrated in the Spyder Design in violation of
3 § 32(1) the Lanham Act, 15 U.S.C. § 1114(1), that such trade dress infringement
4 was committed willfully, and that such trade dress infringement was without the
5 consent, permission, or license of Plaintiff;

6 44. That this Court adjudge that Defendants' Infringing Lights and each
7 and every one of them, infringes Plaintiff's trade dress in the Spyder Design.

8 45. That this Court adjudge that Defendants, and each of them, have
9 wrongfully used in commerce, or induced the wrongful use in commerce, of false
10 designation of origin, false description and false representation by producing and
11 selling directly competing products including Defendants' Infringing Lights
12 identical to the Spyder LEDs and the Spyder Design, identical or substantially
13 similar to the Spyder Design, which are in direct competition with the Spyder
14 LEDs sold by Plaintiff under the trade dress as illustrated in the Spyder Design in
15 violation of § 43(a) of the Lanham Act, 15 U.S.C. § 1125(a), and that such false
16 designation of origin, false description and false representation were committed
17 willfully;

18 46. That the Court adjudge that Defendants' use of its light pattern
19 design and its use of the art illustrated in the Spyder Design have diluted the
20 trade dress for Spyder Design and caused injury to Plaintiff's goodwill and
21 business reputation in violation of § 43(c) of the Lanham Act, 15 U.S.C. §
22 1125(c), and that such trademark dilution was committed willfully;

23 47. That this Court adjudge that Defendants, and each of them, have
24 competed unfairly or induced acts of unfair competition with Plaintiff in
25 violation of § 43(a) of the Lanham Act, 15 U.S.C. § 1125(a), and that such unfair
26 competition was committed willfully;

27 48. That this Court adjudge that the Plaintiff's trade dress illustrated in
28 Spyder Design are valid, famous, and distinctive, at the time of Defendants' use

1 of its light pattern design;

2 49. That this Court adjudge that Defendants' use of its light pattern
3 design are identical or confusingly similar to or dilutive of Plaintiff's trade dress
4 in violation of § 43(c) of the Lanham Act, 15 U.S.C. § 1125;

5 50. That this Court adjudge that Defendants' Infringing Lights
6 extensively or entirely use Plaintiff's Spyder Design, and trade dress in
7 Defendants' Infringing Lights in violation of § 43(c) of the Lanham Act, 15
8 U.S.C. § 1125;

9 51. That this Court adjudge that Defendants use of its Infringing Lights
10 is neither bona fide noncommercial use nor fair use of Plaintiff's trademarks,
11 trade dress or the Spyder Design in violation of § 43(c) of the Lanham Act, 15
12 U.S.C. § 1125;

13 52. That this Court adjudge that Defendants' activities as alleged in the
14 complaint constitute common law copyright infringement of the Plaintiff's
15 common law copyrights;

16 53. That this Court adjudge that Defendants' use of its Infringing Lights
17 have diluted the Spyder Design which is the trade dress and art illustrated in
18 Plaintiff's Design Patents and the '038 Patent and Spyder Mark to which Plaintiff
19 has the right to sell products under the trade dress and trademark and enforce
20 infringement of such trade dress, and caused injury to Plaintiff's goodwill and
21 business reputation in violation of California Business & Professions Code
22 § 14330, and that such trade dress dilution was committed willfully;

23 54. That this Court adjudge that Defendants have competed unfairly or
24 induced acts of unfair competition with Plaintiff in violation of California
25 Business & Professions Code §§ 17200, *et seq.*, and that such unfair competition
26 was committed willfully;

27 55. That this Court grant a preliminary injunction and thereafter
28 a permanent injunction enjoining Defendants, and each of them, in this action

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1 and all of their officers, agents, servants, employees, representatives, attorneys,
2 parents, subsidiaries, divisions, and any and all others in active concert or
3 participation with Defendants in this action, and each of them from:

4 (i) directly or indirectly using or causing the use of any of the
5 following in connection with advertising, distribution,
6 display, offering for sale, or providing any products:

7 (a) the designs protected by the Plaintiff's Design Patents
8 and the '038 Patent;

9 (b) the art illustrated in the Spyder Design which has
10 achieved trade dress status or variations thereof that are
11 identical to, substantially similar to, visual equivalents
12 or that are likely to cause confusion, mistake, or
13 deception among the consuming public as to the source
14 of origin or products bearing those marks and art, or
15 that are likely to confuse the consuming public as to the
16 sponsorship or association of Defendants or their
17 business, or that is likely to injure the goodwill and
18 business reputation of Grand General;

19 (c) any false designation of origin, or any false description
20 of representation, or any false or misleading statement
21 in connection with the advertising, offering for sale, or
22 providing of products which are vehicle lights or knobs,
23 including, but not limited to, representing by marks,
24 words or conduct, that any products made, used, offered
25 for sale, advertised or sold or distributed by Defendants
26 originated with Grand General, or was authorized,
27 sponsored or endorsed by, or otherwise connected with
28 Grand General;

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- (ii) providing, any false or misleading description of fact, or making any false or misleading representation of fact, which misrepresents in commercial advertising or promotion the nature, characteristics, qualities or geographic origin of Defendants' products;
- (iii) causing further dilution to the distinctive quality of Grand General's trade dress as illustrated in the Spyder Design or causing further injury to Plaintiff's business reputation, in violation of California Business and Professional Code § 14330;
- (iv) competing unfairly with Grand General in violation of California Business and Professions Code § 17200 and of the common law; and
- (v) enjoining sale of any products containing the Spyder Mark thereon.

56. That this Court issue a preliminary injunction and then a permanent injunction requiring Defendants, their officers, agents, servants, employees, attorneys, parents, subsidiaries, and divisions, and those in active concert or participation with them, and each of them, to deliver up to Grand General within thirty (30) days after entry of such injunction, remove all Defendants' Infringing Lights and the United Air Valve Trailer Knob from its locations, both online and physical, from its packaging, products, advertising, promotion and distribution;

57. That this Court order that Defendants not in any way use any of its infringing articles, any of its substantially similar articles or any confusingly similar mark to Plaintiff's patents, trademarks and copyrights;

58. That this Court order that the products of Defendants that contain the Spyder Mark or the Spyder Design trade dress or confusingly similar mark or trade dress and any other that this Court shall deem just be transferred from

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1 Defendants to Plaintiff, or, in the alternative, that the articles be forfeit or
2 destroyed;

3 59. That this Court order that all products of Defendants that contain the
4 design protected by Plaintiff's Design Patents and the '038 Design Patent be
5 transferred from Defendants to Plaintiff, or, in the alternative, that the articles be
6 forfeit or destroyed;

7 60. That this Court order that all products and goods of Defendants that
8 contain the art taught in the Spyder Design be transferred from Defendants to
9 Plaintiff, or, in the alternative, that the articles be forfeit or destroyed;

10 61. That this Court order that all products, packaging and goods of
11 Defendants that contain the designs protected by Plaintiff's Design Patents and
12 the '038 Design Patent, the art illustrated in the Spyder Design, and the Spyder
13 Mark be transferred from Defendants to Plaintiff, or, in the alternative, that the
14 articles be forfeit or destroyed, all in accordance with 15 U.S.C. § 1118, 17
15 U.S.C. § 503, 17 U.S.C. § 509, 17 U.S.C. § 1323, and California Business and
16 Professions Code § 14340;

17 62. That this Court order that all products and goods of Defendants that
18 contain the art protected by Plaintiff's Design Patents and the '038 Design
19 Patent, the art illustrated in the Spyder Design, and the Spyder Mark be
20 immediately seized by the Court in accordance with 15 U.S.C. § 1118, 17 U.S.C.
21 § 503, 17 U.S.C. § 509, 17 U.S.C. § 1323, and California Business and
22 Professions Code § 14340;

23 63. That this Court order that an accounting be had to determine
24 Defendants' profits and the damages due to Grand General because of
25 Defendants' infringing and unlawful activities, and that such profits and damages
26 be increased threefold and awarded to Grand General with interest, all in
27 accordance with 15 U.S.C. 1117(a);

28 64. That this Court award to Grand General increased damages against

1 Defendants to punish Defendants for its malicious and oppressive actions of
2 willful and deliberate violation of Grand General's rights;

3 65. That this Court award Grand General all of its costs, and Grand
4 General's reasonable attorneys' fees in bringing this action;

5 66. That this Court award treble damages against Defendants pursuant
6 to 15 U.S.C. § 1117;

7 67. That this Court awards damages against Defendants for its
8 malicious, oppressive, and willfully tortuous acts;

9 68. That this Court declare that the Lucidity '350 Design Patent is
10 invalid, void and of no force and effect;

11 69. That this Court declare that the Lucidity '351 Design Patent is
12 invalid, void and of no force and effect;

13 70. That this Court declare that the Lucidity '360 Design Patent is
14 invalid, void and of no force and effect;

15 71. That this Court declare that the Lucidity '361 Design Patent is
16 invalid, void and of no force and effect;

17 72. That this Court declare that the Lucidity '362 Design Patent is
18 invalid, void and of no force and effect;

19 73. That this Court declare that the Lucidity '413 Design Patent is
20 invalid, void and of no force and effect;

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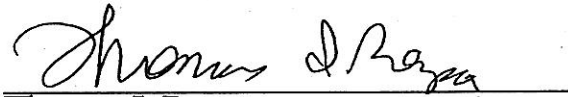
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DEMAND FOR JURY TRIAL

Plaintiff hereby makes its demand for a jury trial in this case.

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Dated: October 24, 2008



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